

Remarks

The present Amendment and Response is fully responsive to the Non-Final Office Action dated December 13, 2007. Claims 76-96 remain pending. By this Amendment, independent Claims 76, 86, and 96 and dependent Claims 77, 81, 84, 85, 87, 91, 94, and 95 have been amended. Claims 1-75 were previously cancelled. The Applicants respectfully submit that no new matter has been added by the foregoing amendments. Reconsideration of the application is requested in view of the following remarks.

The Applicants would like to thank Examiner Campen for her time in conducting a telephonic Examiner's Interview on March 11, 2008. During the course of the Interview, an agreement was reached with respect to the rejections under 35 U.S.C. § 112. Additionally, the patentability of the claimed invention over the Lawlor reference was discussed.

Objections to the Specification

In the Non-Final Office Action, the Abstract was objected to for including phrases which could be implied. In response, the Abstract has been amended to remove any phrases which could be implied. The Applicants respectfully assert that the amended Abstract satisfies the requirements of MPEP § 608.01(b).

Double Patenting Rejection

In the Non-Final Office Action, Claims 76-96 were objected to under 37 C.F.R. § 1.78(b) as conflicting with Claims 1-30 of co-pending U.S. Pat. App. No. 10/608,420 (hereinafter the '420 application). In particular, the Office Action contends that the claims of the two applications conflict with one another.

In response, the Applicants respectfully submit that Claims 76-96 of the present application and Claims 1-30 of the '420 application do not conflict with one another. Specifically, the relevant claims of the '420 application relate to a risk-based determination of a debit type for a payment. The selected or determined debit type is utilized to determine a form of debiting a payor. In contrast, Claims 76-96 of the present application relate to the determination

of a form of crediting a payee for a payment. Accordingly, the Applicants respectfully assert that the Claims 76-96 of the present application do not conflict with Claims 1-30 of the '420 application.

Nonetheless, should the claims ever be found to be in conflict, a terminal disclaimer is submitted in conjunction with the present Amendment and Response. The Applicants respectfully submit that the double patenting rejection is traversed by the terminal disclaimer.

Claim Rejections Under 35 U.S.C. § 112

In the Non-Final Office Action, Claims 76-96 were rejected under 35 U.S.C. § 112, second paragraph as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicants regard as the invention. With respect to Claim 76 and its dependents, it was contended that it is unclear how the merchant relates to the payer and the payee. Additionally, it was contended that it is unclear if this is a third party involved in the payment request. It was further contended that the recitation "based at least in part on at least one of" is vague and indefinite as it is unclear whether the applicant intends to include steps (i) and (ii). With respect to Claim 86-96, it was contended that the recitation of "system" is vague and indefinite because a system may be one of several different statutory classes of invention. It was requested that the Applicants indicate on the record the statutory class of invention to which the system claims belong.

The Applicants have amended independent Claims 76, 86, and 96 in order to clarify the scope of the claimed invention. Specifically, independent Claims 76, 86, and 96 have been amended to recite a merchant account scheme and a merchant credit limit that are "associated with the payee." The Applicants respectfully assert that amended independent Claims 76, 86, and 96 adequately define the relationship of the merchant credit limit and the merchant account scheme to the payee. Additionally, independent Claims 76, 86, and 96 have been amended to remove the recitation of "at least in part." As discussed in the Examiner's Interview, the Applicants respectfully assert that amended independent Claims 76, 86, and 96 satisfy the requirements of 35 U.S.C. § 112.

With respect to Claims 86-96, the Applicants note that the Examiner indicated in the Examiner's Interview that the rejection would be withdrawn. Accordingly, the Applicants respectfully submit that Claims 86-96 satisfy the requirements of 35 U.S.C. § 112.

Claim Rejections Under 35 U.S.C. § 102

In the Non-Final Office Action, Claims 76-96 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Pat. No. 5,220,501 to Lawlor et al. (hereinafter "Lawlor"). Specifically, the Office Action contends that Lawlor discloses a method and system that: receives a request to pay a payee on behalf of a payer; selects a form for crediting the payee based at least in part on at least one of (i) comparing a payer account number associated with the payer and the payee to a merchant account scheme, and (ii) comparing a payment amount associated with the received request to a merchant credit limit; and directed a payment to the payee in accordance with the selected form of crediting.

As discussed in the Examiner's Interview, the Applicants respectfully assert that Lawlor does not teach or suggest "a merchant credit limit" and, therefore, does not teach or suggest "comparing a payment amount associated with the received request to a merchant credit limit associated with the payee," as recited by amended independent Claims 76, 86, and 96. As discussed on at least page 12, lines 9-12, and page 14, lines 14-18 of the Specification, a transaction may be compared to a merchant limit, also referred to as a merchant credit limit, to determine if the transaction amount exceeds the payment limit for the particular merchant or payee. Because the claimed invention comprises risk-based systems and methods (i.e., the funds are not required to be present in the account at the time the payment request is processed) such edits are performed to minimize risk.

Applicants respectfully assert that Lawlor does not disclose, teach, or suggest this limitation. In particular, Lawlor fails to disclose any risk analysis or equivalent payment analysis to determine if a transaction amount exceeds a limit associated with the merchant. In fact, because Lawlor discloses a good funds transaction system where a debit is made only if funds are

available (see, e.g., col. 11, lines 22-52, col. 33, lines 23-25, and col. 34, lines 35-36), Lawlor teaches away from the use of a payment limit associated with a merchant or payee.

Additionally, the Applicants respectfully assert that Lawlor does not teach or suggest “selecting a form of crediting the payee based on comparing a payer account number associated with the payer and the payee to a merchant account scheme associated with the payee,” as recited by amended independent Claims 76, 86, and 96. The cited portions of Lawlor merely disclose the payment of bills to a remittance center, who in turn pays payees (*See* Lawlor at col. 19, lines 9-11), and the processing of payment requests once a user exits a bill payment routine (*See* Lawlor at col. 49, lines 7-28). This language does not refer to a “payor account number associated with the payer and the payee,” which is the consumer’s account number with the payee or merchant, nor does it teach or suggest the validation of the customer account number to determine if it conforms to an account scheme associated with the payee or merchant. Lawlor does refer to a “user account,” but that is the user’s bank account with a financial institution and not a customer account of a consumer with a merchant (*See* Lawlor at col. 34, lines 10-15). Thus, Lawlor does not teach or suggest the selection of a form of crediting based on “comparing a payer account number associated with the payer and the payee to a merchant account scheme associated with the payee,” as recited by amended independent Claims 76, 86, and 96.


Accordingly, for at least the reasons stated above, it is respectfully submitted that Lawlor does not teach or suggest the limitations of amended independent Claims 76, 86, and 96, and therefore, Claims 76, 86, and 96 are in condition for allowance. Likewise, dependent Claims 77-85 and 87-95 are allowable as a matter of law in that they depend from an allowable independent claim notwithstanding their own recitation of patentable subject matter.

Conclusion

The Applicants believe that each matter raised by the Office Action has been responded to. Allowance of the claims is respectfully solicited. It is not believed that any extensions of time or fees for addition of claims are required beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

If there are any issues which can be resolved by telephone conference or an Examiner's Amendment, the Examiner is invited to call the undersigned attorney.

Respectfully submitted,



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